

Terms & Conditions of Sale

This information, together with the documents expressly referred to in it, tells you information about us and the legal terms and conditions (Terms) on which we will sell any of the products (Products) listed on our website (our site) to you.

These Terms will apply to any contract between us for the sale of Products to you (Contract). Please read these Terms carefully to ensure that you understand them before ordering any Products from our site. Please note that by ordering any of our Products, you agree to be bound by the Terms and any other documents expressly referred to in them.

You will be asked to confirm your acceptance of these Terms before placing an order. If you refuse to accept these Terms, you will not be able to order any Products from our site.

We advise you to print a copy of these Terms or to save them onto your computer for future reference.

1. Information about us

- 1.1. We operate the website www.rotowash.com
- 1.2. We are Rotowash Limited, a company registered in England and Wales under company number 06160994. Our registered office is 9 Station Parade, Uxbridge Road, London W5 3LD. Our main trading address is 7 The Wireless Factory, Fleming Way, Isleworth, TW7 6DB. Our VAT number is GB 906 9158 06.
- 1.3. To contact us, please see our Contact page.

2. Our Products

- 2.1. The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of colours accurately reflects the colour of the Products. Your products may vary slightly from these images.
- 2.2. Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions, and measurements indicated on our website have a 2% tolerance.
- 2.3. All Products shown on our site are subject to availability. We will inform you by email, as soon as possible, if the Product you have ordered is unavailable and we will not process your order.

3. If you are a Consumer

The following clause 3 only applies if you are a consumer.

- 3.1. If you are a consumer, you may only purchase Products from our site if you are over 18 years old.
- 3.2. As a consumer you have legal rights in respect to Products that are faulty or not as described. Advice about your legal rights can be obtained from either the Trading Standards office or Citizens' Advice Bureau. These legal rights will not be affected by anything in these Terms.

4. If you are a Business Customer

The following clause 4 only applies if you are a business.

- 4.1. If you are not a consumer, you confirm that you are authorised to bind any business on whose behalf you use our site to purchase Products.
- 4.2. These Terms and any other documents expressly referred to in them constitute the entire agreement between you and us. This supersedes and extinguishes all previous agreements, promises, assurances,

warranties, representations, and understandings between us, whether written or oral, relating to its subject matter.

- 4.3. You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in these Terms or any other document expressly referred to in them.
- 4.4. Both parties agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement, based on any statement in this Contract.

5. How the Contract is formed between You and Us

- 5.1. To place an order through our site, please follow the onscreen prompts. Each order is an offer by you to buy the Products specified and is subject to these terms.
- 5.2. Our order process enables you to check and amend any errors before submitting your order to us.
- 5.3. After you have placed an order, you will receive an email from us acknowledging receipt of your order. Please note that this does not mean that we have accepted your order. Our acceptance of your order will take place as detailed in clause 5.4 below.
- 5.4. We will confirm our acceptance of your order by sending you an email confirming that the Products have been dispatched (Dispatch Confirmation). The Contract between us will only be formed when we send you the Dispatch Confirmation.
- 5.5. If we are unable to supply you with a Product, for example because the Product is no longer available, or because of an error in the price on our site, as referred to in clause 9.5 below, we will inform you of this by email and we will not process your order. If you have already paid for the Products, we will refund you the full amount as soon as possible.
- 5.6. If the Product you have ordered is out of stock, we will inform you of this by email. You will be given the option of whether you wish to cancel your order or wait until the Product is back in stock. If you decide to cancel the order, your order will not be processed and any refund due to you will be sent to you as soon as possible. If you decide to wait until the Products are back in stock, we will send you a delivery update as soon as we are able to dispatch your Products.

6. Your Consumer Rights of Return and Refund

The following clause 6 only applies if you are a consumer.

- 6.1. If you are a consumer, you have the right to cancel a Contract for the period set out in clause 6.2 below. This means that during this period if you change your mind or for any other reason decide that you do not want to keep a Product, you can notify us of your decision to cancel the Contract and receive a refund.
- 6.2. Your right to cancel a Contract starts from the date of the Dispatch Confirmation, which is when the Contract between us starts. If the Products have already been delivered to you, you have 14 days to cancel your order, starting from the day you receive the Products.
- 6.3. To cancel, please contact us in writing by sending a letter to us at Rotowash Ltd, 7 The Wireless Factory, Fleming Way, Isleworth, TW7 6DB. Your cancellation of the Contract is effective from the date your letter is received by us.
- 6.4. If you exercise your right to cancel, you will receive a full refund for the price you paid for the Products and any applicable delivery charges you paid. You will be given the refund within 14 days of us receiving the Products back.
- 6.5. For machine returns, our Customer Services team will arrange collection of your machine free of charge.
- 6.6. For accessory returns, you must return the Products with the original packaging and the return order label to us at your expense within 14 days of your notice of cancellation. Note that if you fail to package the goods adequately to avoid damage in transit or fail to take reasonable care of the goods, we may not be able to accept their return. Otherwise, on receipt of the goods in undamaged condition we will

refund the full purchase price to the card or method you originally used for the purchase. The address for return of the accessories is: Rotowash Ltd, Workshop, 7 The Wireless Factory, Fleming Way, Isleworth, TW7 6DB.

- 6.7. As a consumer, you will always have legal rights regarding cancellation in relation to Products that are faulty or not as described. These legal rights are not affected by Rotowash's product warranty. Advice about your legal rights can be obtained from either the Trading Standards office or Citizens' Advice Bureau.
- 6.8. To receive a full refund, you must return all goods received as part of the Product that you wish to return, including any accessories, attachments or promotional gifts that came with your machine.

7. Returns

The following clause 7 only applies if you are a business.

- 7.1. Any Products you have ordered and then subsequently returned for reason other than a manufacturing fault, will be subject to a restocking charge equal to 25% of the value of the Products plus the initial carriage charge. The forgoing condition is further subject to Products being returned unused and undamaged in their original packaging. The responsibility for any costs or charges incurred in the return of such Products will be borne by you.
- 7.2. We will accept return of Products within 14 days of the date of delivery, or the date when you collected the Products from our warehouse.
- 7.3. Any Products received as being damaged in transit will be replaced with an undamaged item. In these situations, Products must be signed for as damaged on the receipt and must be reported to us within 24 hours. Reports should be sent to cleanfloors@rotowash.com detailing the extent of the damage. Please also send supporting images, if possible.
- 7.4. Any Product deemed to be malfunctioning on arrival must be reported to us in writing within 24 hours from the date of delivery. Please keep all original packing materials as Products would, under normal circumstances, need to be returned for inspection prior to replacements being supplied. Alternatively, Products may be repaired, on your premises, if suitable. Reports should be sent to cleanfloors@rotowash.com detailing the problem. You will be required to arrange for the Products to be sent back for inspection and if the Product is found to be faulty, we will reimburse these costs. If the Product is not found to be faulty, you will be charged to have the Product returned to you.
- 7.5. Products that have been opened, marked, soiled, damaged, used or attempted to be repaired by you will only be entitled to a partial refund (not exceeding 60% of the purchase price) after our assessment.
- 7.6. Replacements and refunds are at the discretion of Rotowash Limited on a case by case basis.

8. Delivery

- 8.1. Your order will be fulfilled by the estimated delivery date set out in the Dispatch Confirmation, unless there is an Event Outside Our Control. If we are unable to meet the estimated delivery date because of an Event Outside Our Control, we will contact you with a revised estimated delivery date.
- 8.2. Delivery will be completed when we deliver the Products to the address you gave us. If you select Click and Collect as your delivery option, please make a note of our warehouse's opening times, as detailed in your dispatch confirmation.
- 8.3. The Products will be your responsibility from the completion of delivery.
- 8.4. Subject to the other provisions of the Contract, we shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products (even if caused by our negligence), nor shall any delay entitle you to terminate or rescind the Contract unless such delay exceeds three months.

- 8.5. If for any reason you fail to accept delivery of the Products, or we are unable to deliver the Products on time because you have not provided appropriate instructions, documents, licences, or authorisations:
 - 8.5.1. Risk in the Products shall pass to you (including for loss or damage caused by our negligence);
 - 8.5.2. The Products shall be deemed to have been delivered; or
 - 8.5.3. We may store the Products until delivery, whereupon you shall be liable for all related costs and expenses (including without limitation, storage, and insurance).
- 8.6. We may deliver the Products by separate instalments. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle you to repudiate or cancel any other Contract or instalment.
- 8.7. All Products are predominantly dispatched using Wey Group's network of drivers.
- 8.8. Our usual delivery schedule is from Monday to Friday between 09:00 and 16:00.

9. Non-Delivery

- 9.1. The quantity of any consignment of Products as recorded on despatch from our warehouse shall be conclusive evidence of the quantity received on delivery, unless you can provide conclusive evidence proving the contrary.
- 9.2. We shall not be liable for any non-delivery (even if caused by our negligence) unless you give written notice to us of the non-delivery within seven days when the Products would in the ordinary course of events have been delivered. If you fail to give us any such notice, the Products shall be conclusively presumed to be, in all respects, in accordance with the order and you shall be deemed to have accepted the Products accordingly.
- 9.3. Our liability for non-delivery of your Products shall be limited to replacing the Products, within a reasonable time, or to refunding the full purchase price.

10. Delivery Costs

- 10.1. Orders for Rotowash machines will be dispatched free of charge – UK Mainland only.
- 10.2. Orders for Rotowash spares and accessories will be charged £10.95 + VAT – UK Mainland only.
- 10.3. Orders going to Isle of Wight, Isle of Man & Scilly Islands will be charged £19.30 + VAT for deliveries up to 20Kg. A surcharge will be added of £2.00 + VAT for every extra Kg.
- 10.4. Orders going to the Scottish Islands will be charged £36.80 + VAT for deliveries up to 20Kg. A surcharge will be added of £2.00 + VAT for every extra Kg.
- 10.5. Orders going to Northern Ireland will be charged £28.35 + VAT for deliveries up to 20Kg. A surcharge will be added of £2.00 + VAT for every extra Kg.
- 10.6. Orders going to Channel Islands will be charged £44.50 + VAT for deliveries up to 10Kg. A surcharge will be added of £2.00 + VAT for every extra Kg.

11. No International Delivery

- 11.1. We do not deliver to addresses outside the UK.
- 11.2. You may place an order for Products from outside the UK but this order must be for delivery to an address in the UK.

12. Price

- 12.1. The prices of the Products will be as quoted on our site at the time you submit your order. We take all reasonable care to ensure that the prices of the Products are correct at the time when the relevant information was entered onto the system. However, if you discover an error in the prices of the Products you ordered, please see clause 12.5 below for what happens in this event.

- 12.2. Prices for our Products may change from time to time but changes will not affect any order which we have confirmed with a Dispatch Confirmation.
- 12.3. Unless otherwise stated, the prices of Products shown on our site excludes VAT. During the check-out process, VAT (where applicable) will be charged at the current rate chargeable in the UK.
- 12.4. Our site states if the price of a Product includes delivery charges. Where delivery charges are payable, in addition to the price of the Product this and the amount of the delivery charge is made clear during the process of placing the order before you confirm the order.
- 12.5. We sell a large number of Products through our site. It is always possible that, despite our best efforts, some of the Products on our site may be incorrectly priced. If we discover an error in the price of the Products you have ordered we will contact you to inform you of this error and give you the option of continuing to purchase the Products at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. If an order is cancelled under the terms of this clause, we will refund any sums you have paid.
- 12.6. All prices quoted are in British Pound Sterling (GBP).

13. Payment

- 13.1. We offer several ways for you to pay for your Products. These include:
 - 13.1.1. Payment can be made using all major credit or debit cards, other than American Express;
 - 13.1.2. Payment of a pro-forma invoice. Once we have received your order, we will email a pro-forma invoice to you. Simply call us on 020 8847 4545 to make payment by card or bank transfer (details of our bank account will appear on your invoice). We will dispatch your Products on receipt of your payment;
 - 13.1.3. An account facility. You must be a business with an established credit account to use this facility. Please note that we do not open credit accounts for "one-off" orders except where an original purchase order can be submitted to our trading address detailed in clause 1.2.
- 13.2. Payments are only to be made in British Pound Sterling (GBP).

14. Our Warranty

- 14.1. The Products sold through our site are intended for use in the UK only. We do not warrant that the Products comply with the laws, regulations outside the UK.
- 14.2. We provide a warranty that on delivery the Products shall:
 - 14.2.1. Subject to clause 2 above, conform in all material respects with their description; and
 - 14.2.2. Be free from material defects in design, material, and workmanship.
- 14.3. Subject to clause 14.5, we warrant to you that your Rotowash machine is free from manufacture defect in material and workmanship under normal and proper use and service, for a period of 3 years after delivery to you, if:
 - 14.3.1. You give us notice in writing within a reasonable time of discovery that some or all the machine does not comply with the warranty set out in clause 14.2 above. Your written notice should be sent to service@rotowash.co.uk
 - 14.3.2. We are given a reasonable opportunity of examining the machine; and
 - 14.3.3. Where we ask you to do so, you return the machine to us.
- 14.4. Our examination must find that some part of the machine to have been defective. We will then, at our option, repair or replace the defective part.
- 14.5. We will not be liable for breach of the warranty set out in clause 14.2 above, if:
 - 14.5.1. You make any further use of the machine after giving notice to us under clause 14.3.1 above;
 - 14.5.2. Damage has been caused by overloading, fair wear and tear, wilful damage or other misuse, neglect, abnormal storage or working conditions or as a result of an accident.;
 - 14.5.3. You repair or alter the machine without our prior written consent;

- 14.5.4. The machine differs from their description or specification as a result of changes made to ensure it complies with applicable legal or regulatory requirement.
- 14.6. We will only be liable to you for the machine's failure to comply with the warranty set out in clause 14.2 above to the extent set out in this clause 14.
- 14.7. The terms implied by sections 17 and 19 of the Sale of Products Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 14.8. These terms also apply to any repaired or replacement machine supplied by us to you.

15. Our Liability if you are a Business

The following clause 15 only applies if you are a business.

- 15.1. References to liability in this section 15 includes every kind of liability arising under or in connection with the Contract including but not limited to liability in contract tort (including negligence), misrepresentation, restitution or otherwise.
- 15.2. We only supply the Products for internal use by your business and you agree not to use the Product for any resale purposes.
- 15.3. Nothing in these terms limits or excludes our liability for:
 - 15.3.1. Death or personal injury caused by our negligence;
 - 15.3.2. Fraud or fraudulent misrepresentation;
 - 15.3.3. Breach of the terms implied by section 15 of the Sale of Products Act 1979 (title and quiet possession);
 - 15.3.4. Defective products under the Consumer Protection Act 1987;
 - 15.3.5. Any other liability that cannot be limited or excluded by law.
- 15.4. Subject to clause 15.3, we will under no circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise under or in connection with the Contract for:
 - 15.4.1. Any loss of sales, profits, business, or revenue;
 - 15.4.2. Loss or corruption of data, information, or software;
 - 15.4.3. Loss of business opportunity;
 - 15.4.4. Loss of anticipated savings;
 - 15.4.5. Loss of goodwill; or
 - 15.4.6. Any indirect or consequential loss.
- 15.5. Subject to clauses 15.3 and 15.4, our total liability to you in respect of other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall in no circumstance exceed the purchase price of the Products.
- 15.6. Except as expressly stated in these Terms, we do not give any representation, warranties, or undertakings in relation to the Products. Any representation, condition or warranty that might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

16. Our Liability if you are a Consumer

The following clause 16 only applies if you are a consumer.

- 16.1. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence but we are not responsible for any

loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the Contract. Our total liability to you in respect of other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall in no circumstance exceed the purchase price of the Products.

16.2. We only supply the Products for domestic or private use. You agree not to use the Product for any commercial, business or resale purpose and we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

16.3. We do not in any way exclude or limit our liability for:

16.3.1. Death or personal injury caused by our negligence;

16.3.2. Fraud or fraudulent misrepresentation;

16.3.3. Any breach of the terms implied by Section 12 of the Sale of Goods Act 1979 (title and quiet possession);

16.3.4. Any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and

16.3.5. Defective products under the Consumer Protection Act 1987.

17. Force Majeure Events

17.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by a Force Majeure Event. A Force Majeure Event is defined below in clause 17.2.

17.2. A Force Majeure Event means any act or event beyond our reasonable control, including without limitation strikes, lockouts, or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack, or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, or other natural disaster, or failure of public or private telecommunications, networks or impossibility of the use of shipping, aircraft, motor transport or other means of public or private transport.

17.3. If a Force Majeure Event takes place that affects the performance of our obligations under a Contract:

17.3.1. We will contact you as soon as reasonably possible to notify you; and

17.3.2. Our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Force Majeure Event. Where the Force Majeure Event affects our delivery of Products to you, we will arrange a new delivery date with you after the Force Majeure Event is over.

18. Communications Between Us

18.1. When we refer to "in writing" in these Terms, this will include email.

18.2. If you are a Consumer:

18.2.1. To cancel a Contract in accordance with your legal right to do so as set out in clause 6.1, please contact us in writing to tell us by sending a letter to us at: Rotowash Limited, 7 The Wireless Factory, Fleming Way, Isleworth, TW7 6DB. You may wish to keep a copy of your cancellation notification for your own records. Your cancellation is effective from the date your letter is received by us;

18.2.2. If you wish to contact us in writing for any other reason, you can do so by sending an email to us at cleanfloors@rotowash.com, or by pre-paid post to Rotowash Limited, 7 The Wireless Factory, Fleming Way, Isleworth, TW7 6DB;

18.2.3. If we have to contact you or give you notice in writing, we will do this by email or by pre-paid post to the address you provide to us in your order.

18.3. If you are a business:

- 18.3.1. Any notice or communication given by you to us, or by us to you, under and in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email;
- 18.3.2. A notice or other communication is deemed to have been received:
 - 18.3.2.1. If delivered by hand, at the time the notice is left at either our registered office or our trading office; or
 - 18.3.2.2. If sent by pre-paid post first class post or next working day delivery service, at 09:00 on the third business day after posting; or
 - 18.3.2.3. If sent by email, on the next working day after transmission.
- 18.3.3. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped, and placed in the post and in, the case of an email, that such email was sent to the specified email address of the addressee;
- 18.3.4. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

19. Other important terms

- 19.1. We may transfer our rights and obligations under a Contract to another entity but this will not affect your rights or obligations under these Terms.
- 19.2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 19.3. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 19.4. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 19.5. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with these obligations. If we do waive a default by you, we will only do so in writing and that will not mean that we will automatically waive any later default by you.
- 19.6. If you are a consumer, please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English Law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland and if you are a resident of Scotland, you may also bring proceedings in Scotland.
- 19.7. If you are a business, a Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the law of England and Wales.
- 19.8. If you are a business, we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).

